

DECLARATION FOR PATENT APPLICATION

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name,

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

HAEMOPHILUS ADHERENCE AND PENETRATION PROTEIN

the specification of which

(check  one) is attached hereto.

was filed on August 25, 1994 as  
Application Serial No. 08/296,791  
and was amended on \_\_\_\_\_.

(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I/We acknowledge the duty to disclose to the Office all information known to me/us to be material to patentability as defined in §1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)			Priority Claimed	
(Number)	(Country)	(Day/Month/Year Filed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Status) (patented, pending, abandoned)
_____	_____	_____
_____	_____	_____

Direct all telephone calls to Richard F. Trecartin at (415) 781-1989.

Address all correspondence to:

FLEHR, HOHBACH, TEST,  
ALBRITTON & HERBERT  
Suite 3400, Four Embarcadero Center  
San Francisco, California 94111

File No. A-59941/RFT/RMS

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or  
first inventor: Joseph W. St. Geme, III

Inventor's signature: Joseph W. St. Geme

Date: 11/28/94

Residence: St. Louis, Missouri

Citizenship: US

Post Office Address: 45 Berkshire Drive  
St. Louis, MO 63117

Full name of second joint  
inventor, if any: Stanley Falkow

Inventor's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence: Portola Valley, California

Citizenship: US

Post Office Address: 8 Longspur  
Portola Valley, CA 94028

~~Full name of third joint  
inventor, if any:~~ \_\_\_\_\_

~~Inventor's signature:~~ \_\_\_\_\_

~~Date:~~ \_\_\_\_\_

~~Residence:~~ \_\_\_\_\_

~~Citizenship:~~ \_\_\_\_\_

~~Post Office Address:~~ \_\_\_\_\_

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Full name of sole or  
first inventor: Joseph W. St. Geme, III

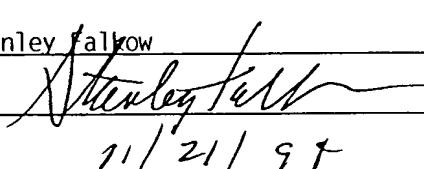
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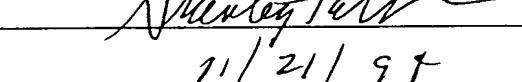
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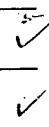
Residence: St. Louis, Missouri

Citizenship: US

Post Office Address: 45 Berkshire Drive  
St. Louis, MO 63117

Full name of second joint  
inventor, if any: Stanley Fallow  


Inventor's signature: 

Date: 11/21/91 

Residence: Portola Valley, California

Citizenship: US

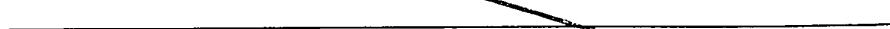
Post Office Address: 8 Longspur  
Portola Valley, CA 94028

~~Full name of third joint  
inventor, if any:~~ 

Inventor's signature: 

Date: 

Residence: 

Citizenship: 

Post Office Address: 

**ASSIGNMENT**  
(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned, Stanley Falkow (hereinafter termed "Inventor"), a resident of Portola Valley, County of San Mateo, State of California, has invented certain new and useful improvements in **HAEMOPHILUS ADHERENCE AND PENETRATION PROTEIN** and has executed an application for a United States patent disclosing and identifying the invention on the 21st day of November, 1994; and having Serial No. 08/296,791 and filing date of August 25, 1994; and

WHEREAS, The Board of Trustees of the Leland Stanford Junior University (hereinafter termed "Assignee"), a corporation of the State of California, having a place of business at Stanford, State of California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation

opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 21 day of November, 1994.

Stanley Falkow  
Stanley Falkow

County of )  
                  ) ss.  
State of      .)

On this 21 day of NOVEMBER, in the year 1994, before me, AMY B. FORREST, Notary Public of the State of CALIFORNIA, personally appeared Stanley Falkow, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

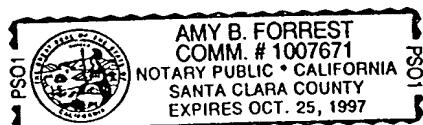
WITNESS my hand and official seal.      **STANFORD UNIVERSITY**

Signature Amy B. Forrest

NOV 3 1994

(Seal)

**TECHNOLOGY LICENSING**



PATENT ASSIGNMENT

WHEREAS, I, Joseph W. St. Geme III of , 45 Berkshire Drive, St. Louis, Missouri, 63117, have co-invented *Haemophilus Adherence and Penetration Protein*, for which I have made an application for Letters Patent in the United States, having the Serial number 08/296,791 and the official filing date **August 25, 1994**, and

WHEREAS, Washington University, a corporation of the State of Missouri having its principal office and place of business at One Brookings Drive, St. Louis, Missouri, 63130, is desirous of acquiring the entire right, title, and interest in and to said inventions as disclosed in said application and in and to any Letters Patent or Patents, United States or foreign, to be obtained.

NOW THEREFORE, in consideration of the remuneration to be shared with the Inventor in accordance with the Washington University institutional policy on intellectual property in effect as of the date of this assignment and other good and valuable considerations, paid or to be paid, I, **Joseph W. St. Geme III**, have sold, assigned, and transferred and do hereby sell, assign, and transfer unto the said Washington University, its successors, legal representatives and assigns, my entire right, title, and interest in and to the above mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents, including divisionals, continuations, continuations-in-part, reissues and extensions to be obtained therefore in the United States and all foreign countries.

AND for the same consideration, I hereby agree to and with Washington University, its successors, legal representatives and assigns, that, at the time of execution of this assignment, I am the lawful co-owner of the entire right, title, and interest in and to the said inventions and the application for Letters Patent above mentioned, and that I am unencumbered and have good and full right and lawful authority to sell and convey the same in the manner here set forth.

AND I further agree to cooperate with the Washington University, its successors, legal representatives, or assigns in the procurement, maintenance, enforcement and defense of any and all such Letters Patent as the University, its successors, legal representatives, or assigns may desire to apply for, but at the expense of the University, its successors, legal representatives, or assigns.

The Commissioner of Patents or other proper official is hereby authorized and requested to issue said Letters Patent to said Washington University in accordance with this assignment.

IN WITNESS WHEREOF, I have hereunto set my hand the 17<sup>th</sup> day of November, 1994.

  
Joseph W. St. Geme III

STATE OF MISSOURI :  
COUNTY OF ST. LOUIS :